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**U.S. DEPARTMENT OF ENERGY
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS**

**SOLICITATION NO. DE-RP36-99GO10343
SECTION K**

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offerors in connection with the award of contracts. To this end, all offerors submitting a proposal in response to this solicitation must complete the following set of representations, certifications and other statements of bidders/offerors included in this Section K of the solicitation. The offeror may remove, complete and submit this Section K with his/her proposal, including it in Volume I of the proposal, as indicated in the instructions in Section L of this solicitation.

1. Taxpayer Identification (OCT 1998) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employee Identification Number.

(b) All offerors are required to submit the information required in paragraphs (d) through (f) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local government;

(e) Type of Organization

() Sole proprietorship

() Partnership

() Corporate entity (non tax-exempt)

() Corporate entity (tax-exempt)

() Government entity (Federal, state or local);

() Foreign Government;

() International Organization per 26 CFR 1.6049-4;

() Other

(f) Common Parent

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

Name _____

TIN _____

2. Women-Owned Business (OCT 1995) (FAR 52.204-5)

- (a) Representation. The offeror represents that it () is, () is not a women-owned business concern.
- (b) Definition. "Women-Owned Business Concern" as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)

- (a)(1) The offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals-
 - (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has () has not (), within a 3 year period preceding this offer, had one or more contract terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management of supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

4. Small Business Program Representations (OCT 1998) (FAR 52.219-1)

- (a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.
- (2) The small business size standard is \$20 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents and certifies as part of its offer that it { } is, { } is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern, as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the provision in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

5. Previous Contracts and Compliance Reports (FEB 1999) (FAR 52.222-22)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

6. Authorized Negotiators

The offeror or respondent represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals: [list names, titles, telephone numbers and e-mail (if available) of the authorized negotiators].

7. Place of Performance (OCT 1997) (FAR 52.215-6)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street
Address, City, County, State,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror
or Respondent

8. Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

9. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

10. Annual Representations and Certifications--Negotiation (OCT 1997) (FAR 52.215-7)

The offeror has (check the appropriate block):

- ☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this solicitation; if "none," so state):
- ☐ (b) Enclosed its annual representations and certifications.

11. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

12. Clean Air and Water Certification (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

13. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
- ☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation.
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

14. Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee Date of Execution
Responsible for the Bid/Offer

Typed Name and Title of the Officer or Employee
Responsible for the Bid/Offer

Name of Organization

Street

City, State

SOLICITATION NUMBER

NOTE: Additional Representations and Certifications may be required for specific delivery order projects awarded against the contracts resulting from this solicitation. (See the Provision at Section H.3.)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

- (a) *Definitions.* As used in this provision--
- "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
- "In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Late proposals and revisions. (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--
- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
 - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Post Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Post Service. Both postmarks must show a legible date on the proposal, response to a request for information or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Post Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If not time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. Dollars, unless otherwise permitted by the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

L.2 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

L.3 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals).

L.4 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.5 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and certifications.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

L.6 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.7 DISCUSSIONS WITH OFFERORS

DOE intends to make award(s) based on initial offers received in response to this solicitation. However, the Contracting Officer may, at her discretion, establish a competitive range of offerors prior to selection and conduct written or oral discussions with all responsible offerors whose proposals have been determined to be within that competitive range. Offerors will be notified of a competitive range, if established, and of the date, time, and place for any discussions. Any such discussions will be conducted in accordance with DOE acquisition policies and procedures.

L.8 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 150 calendar days from the date specified in the solicitation cover sheet for receipt of offers, to furnish any or all services included in the award, delivered at the designated point(s), within the time specified in the Schedules provided in delivery orders against the award.

L.9 TIME, DATE AND PLACE PROPOSALS ARE DUE

(a) Bid/Proposal Submission by U.S. Mail

Bids/Proposals must be received at the mailing address below:

U.S. Department of Energy
Golden Field Office
Attn: Solicitation No. DE-RP36-99GO10343
1617 Cole Blvd., Bldg. 17/3rd Floor Reception
Golden, CO. 80401

by NO LATER THAN 3:00 p.m. local prevailing time on 5/11/99 (CAUTION: See bid/proposal submission instructions, including the provision describing treatment of Late Proposals, Modifications and Withdrawals in Section L.1 of this solicitation.)

(b) Bid/Proposal Submission by Other than U.S. Mail

Offerors electing to submit bid/proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the address above by the date and time specified above. Such bids/proposals must be closed and sealed as if for mailing.

L.10 ALTERNATE PROPOSAL INFORMATION - NONE

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.11 AMENDMENTS TO SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment; (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or 4) facsimile, if facsimile offers are authorized in the solicitation. Alternative (2) is preferred but not required. The Government must receive the acknowledgement by the time specified for receipt of offers. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All amendments will be issued via the Internet, as was the original solicitation. Requests for mailed copies will be accepted. (Also see instructions relative to solicitation amendments at Section L.1 of this solicitation)

L.12 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.13 ANTICIPATED AWARD DATE

For purposes of price proposal preparation, offerors should use August 31, 1999 as the anticipated award date for any resultant contract(s) from this solicitation. It is not anticipated to award the delivery order site project included in this solicitation for evaluation purposes at time of contract award(s). This project is intended, however, to be pursued immediately after contract award(s) with a contract awardee, in fulfillment of a minimum quantity guarantee.

L.14 NUMBER OF AWARDS

It is anticipated that there will be a minimum of one (1) and a maximum of three (3) awards resulting from this solicitation. The Government reserves the right to determine what number of awards will be made within that range.

L.15 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract resulting from this solicitation, with all projects to be awarded by delivery orders against the awarded contract(s).

L.16 INFORMATION ON AWARD

Written notice to unsuccessful offerors or bidders and contract award information will be promptly released in accordance with DOE regulations.

L.17 DEAR 952.233-2 SERVICE OF PROTEST (DEC 1995)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
Golden Field Office, Bldg. 17 Reception
1617 Cole Blvd.
Golden, CO. 80401
Attn: Solicitation No. DE-RP36-99GO10343

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) Another copy of a protest lodged with the General Accounting Office or the General Services Administration Board of Contract Appeals shall be furnished to the following address within one day after the filing of the protest with the General Accounting Office:

U.S. Department of Energy
 Assistant General Counsel for
 Procurement and Financial Assistance (GC-61)
 1000 Independence Avenue, S.W.
 Washington, DC 20585
 Fax: (202) 586-4546

L.18 CLASSIFIED MATERIAL - NONE

Performance under the proposed contract is not anticipated to involve access to classified material.

L.19 NOTICE OF LABOR PROVISIONS (APR 1984)

a. LISTING OF EMPLOYMENT OPENING (APR 1984)

Offerors should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal - State employment service system where a contract award is for \$10,000 or more. (See clauses, "Affirmative Action for Special Disabled and Vietnam Era Veterans and "Affirmative Action for Workers With Disabilities" of Section I of this solicitation, Contract Clauses).

b. INFORMATION FROM DEPARTMENT OF LABOR (APR 1984)

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C. 20310, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

L.20 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.21 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED)

The Standard Industrial Classification (SIC) code for this acquisition is 8711. This acquisition is unrestricted and contains no set-aside provisions. A Small Business Subcontracting Plan with aggressive goals will be negotiated and included in any award, however, where an award is not to a small business concern. The evaluation criteria include weighting for high goals for small business participation.

L.22 PROJECT SITE TECHNICAL DATA

All the technical data that is required in order to submit a proposal for the site project described for evaluation purposes is provided with this solicitation, in Part IV, Section J, Attachment 5. The site specific proposal is to be prepared using the technical data included in this Attachment ONLY. Any assumptions made and used in preparation of the proposal, due to incomplete information, or any other reason, should be clearly identified and documented in the proposal, with support provided for the assumption(s).

L.23 through L.28 RESERVED**L.29 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL****(a) General**

Proposals are expected to conform to the solicitation provision entitled "Preparation of Offers" and be prepared in accordance with this section. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

(b) Overall Arrangement of Proposal

(1) The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of each proposal volume is also shown below.

<u>Proposal Volume - Title</u>	<u>Number of Copies</u>
Volume I - Offer & Other Documents	1 (Original only)
Volume II - Technical	6
Volume III - Cost/Price	2

(2) Signed Originals. Volume I proposal shall contain the signed original of all documents requiring signature by the offeror. (See Section L.30 below.) Use of reproductions of signed originals is authorized in all other copies of the proposal.

(c) Each volume designated above is to be packaged individually. This does not preclude packaging more than one volume in a single overall package. Mark the Volume numbers on the outside of the individual package or packages. External markings and place for submission are indicated in the solicitation.

L.30 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS

(a) General: Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgements, and all other information as identified below as required. Although it incorporates them by reference, it does not physically include the other volumes.

(b) Format and Content: Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

- (1) The Proposal Form (Standard Form (SF) 33), fully executed.
- (2) Offeror Representations, Certifications, and Acknowledgements fully executed (Section K).
- (3) Summary of plan for competition in Subcontracting, or Proposed Plan, with goals.
- (4) Exceptions and Deviations taken to the model contract, if any.
- (5) Summary of Exceptions and Deviations taken in other Volumes, if any.
- (6) Evidence of inclusion on DOE Qualified List of ESCOs.
- (7) One page with information required by Section L.1, paragraph (c)(2)(i) through (v).

(c) The Proposal Form:

- (1) Use of the Form. The Proposal Form is to be executed fully and used as the cover sheet (or first page) of Volume I, Offer and Other Documents.
- (2) Acceptance Period. The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation provision entitled "Period for Acceptance of Offers," L.8, which shall apply if no other period is offered.
- (3) Signature Authority. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(d) Offeror Representations, Certifications, and Other Statements of Offerors: Offeror Representations, Certifications, and Other Statements of Offerors (see Part IV, Section K) are to be executed fully and a copy included in each copy of Volume I, Offer and Other Documents.

(e) Competition in Subcontracting:

- (1) See clauses entitled "Subcontracts (Fixed-Price Contracts)" and "Competition in Subcontracting" of the contract clauses.
- (2) The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. A general summary of the offeror's plan for competitive solicitation of proposed subcontractors shall be discussed in this section, to include indication of when if ever non-competitive selection of proposed subcontractors would be considered to be justified. A copy of a proposed Subcontracting Plan, if the offeror is not a Small Business itself, is encouraged for inclusion, with identified goals. Minimum 5% goals for each category (small, small disadvantaged, and woman-owned businesses) is required. Higher goals will be considered in the best value determination for selection.

(f) Exceptions and Deviations to the Model Contract:

- (1) The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations, Certifications, and other Statements of the offeror form, the requirements of this Section, and other matters included in Volume I - Offer and Other Documents, including the reporting requirements.

- (g) Summary of Exceptions and Deviations Taken in Other Volumes: The offeror shall summarize each technical, price, or other exception taken elsewhere, and provide specific cross references to its full discussion.
- (h) Offeror shall provide evidence of acceptance on the DOE Qualified List of Energy Service Companies

or shall show evidence of actions taken in applying for acceptance onto the Qualified List. (An Offeror may propose without being currently on the DOE Qualified List, but award cannot be made until inclusion of the Offeror on that list.)

- (i) The Offeror shall provide a one page sheet of information as required by Section L.1(c)(2)(i) through (v).

L.31 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL

- a. General Requirements. Technical Proposals shall be precise, factual, complete and descriptive in ONLY sufficient detail to allow the Government to evaluate the offeror's proposed approach and qualifications to perform the required services. Technical proposal evaluation factors are provided in Section M.

In order that your Technical Proposal may be evaluated strictly on the merit of the material submitted, NO COST/PRICE INFORMATION IS TO BE INCLUDED IN YOUR TECHNICAL PROPOSAL. Where estimated manhours will provide clarity, they shall be quoted in manhour figures only, with no indication as to the cost of these manhours. The only possible exception to this is the cost/price information identified in Schedule DO-IV.

- b. Proposal Length Requirements. The proposal text should be typed in adequate print size to be easily readable (no smaller than the print size of this solicitation) and printed, unreduced in size, on 8-1/2" by 11" paper. In no case shall the General Regional Contract Capabilities - Part I, exceed fifty (50) pages in length, excluding exhibits, relevant appendices and personnel biographies. Part II narrative description of technical approach shall not exceed twenty-five (25) pages in length for the site plus a maximum of five (5) pages for the site specific SVPS/ECM. Appendices or attachments to the five page SVPS/ECM narrative is permitted to provide supporting information such as manufacturer's data and assumptions/analyses for SVPS/ECM proposed energy savings, and these will not be part of the page limitation. (Please keep them as brief as possible.) Illustrations shall be legible, and foldouts shall, in general be held to 11" wide by 17" long in size. Technical Proposals exceeding the stipulated page limit will be evaluated on the first 50 pages only for Part I and first 25 pages only for the site plus the first 5 pages per SVPS/ECM for Part II.
- c. Format and Content

Volume II, Technical Proposal, shall include the following components:

- Table of Contents and List of Tables and Figures
- Technical Discussion
- Technical Exceptions and Deviations

These major headings may be subdivided or supplemented by the offeror as appropriate.

- (1) Table of Contents and List of Tables and Figures. A suitable table of contents shall be provided for each section for ready reference to key paragraphs, figures, and illustrations.
- (2) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Part IV Section M, and at a minimum cover the subordinate factors or subcriteria listed thereunder, if any. It should be presented in as much detail as practical and include the following aspects for appropriate criteria or subordinate factors.

- (i) Specific statement of the problem(s). Discuss major difficulties anticipated, if any.
 - (ii) Principles and techniques which may be applied in the solution(s) of the problem(s), and an evaluation of the various methods considered and substantiation of those selected. Indicate degree of success expected.
 - (iii) Complete detailed statement of proposed solution(s), including preliminary design layout, sketches, and other information of components as applicable.
 - (iv) Other Pertinent Information. This section shall contain any other pertinent information which will supplement or aid in the understanding and evaluation of the Technical Proposal.
- (3) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable. If this information has already been provided as part of Volume I, Summary of Exceptions and Deviations Taken in Other Volumes, the Offeror may cross reference to that Volume.
- d. The Technical Proposal shall consist of the following sections, in the order listed, and shall provide a response to each item.

L.31.1 PART I - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT -- GENERAL CONTRACT CAPABILITIES

Criterion 1. Past Performance References and Project Experience

The offeror will provide up to 4 references, in tabular format, for previous (construction completed) SVPS/ECM or ECM projects, each with an installed (including hardware) cost greater than \$25,000. (NOTE: The references provided should be aware that they may be contacted by DOE relative to the project performed, and be willing to take the time when contacted to provide past performance information, against which the offeror will be evaluated.)

The offeror will include for each reference the following:

1. The project title
2. The contract/identification number
3. The project location
4. The project dates
5. Client contact information (client name(s), full address(es), and phone/fax numbers)
6. A short description (one or two sentences) of the solar ventilation air preheating system and/or energy conservation measures that were successfully implemented.
7. Estimates of annual non-renewable (defined as grid-connected electricity, natural gas, diesel fuel, propane or other) fuel saved from the project. (Include the results of any measurements to confirm these estimates.)

8. Project cost
9. Role of the Offeror or team member in the projects listed, such as design, financing or construction of the project.
10. The methodology used to measure and verify energy and operations and maintenance savings
11. For ESPC or other performance based projects, as applicable, specify:
 - a. The initial energy consumption of client facilities
 - b. The annual non-renewable energy and cost savings proposed and guaranteed
 - c. The operations and maintenance cost savings
 - d. the actual annual energy and cost savings achieved.

Criterion 2. Technical Capability

1. SVPS Equipment Knowledge

The offeror shall briefly demonstrate their ability to implement SVPS and associated ECMs as specified in Section C of this solicitation. If the projects provided as references above do not include an SVPS system, the offeror must explain how they would obtain the expertise needed to supply or manufacture the component(s) called for in a project awarded against a contract resulting from this solicitation, and to ensure quality control of installations nationally and internationally. These components include: solar collector, air handling equipment, bypass damper, fan unit and distribution ducts, as well as ECMs and facility energy management services that demonstrate the offeror's ability to successfully implement the types of projects that will be required against resultant contracts.

2. Energy Project Financing Experience.

The offeror shall describe the approach they plan to use under this contract to provide project financing and/or have used for previous performance-based energy services contracts. Provide site specific examples of financing approaches, as applicable to performance-based, contractor financed projects as identified in response to L.36.1, Criterion 1, "Past Performance References and Project Experience") and identify financier points of contact, and phone numbers.

- Identify sureties the firm has utilized or plans to use to acquire performance and payment bonds during the construction phases, and provide surety points of contact and phone numbers.
- The offering firm's capability to successfully obtain financing for implementation of SVPS systems and ECMs using an energy savings performance contract shall be described.

3. Measurement and Verification Model Approach

Describe how the Offeror's team would accomplish the M&V process for differing projects, and particularly for a project including SVPS. Include establishment of an energy baseline and how the annual energy savings would be measured and verified.

4. Qualifications of Personnel

The Offeror shall provide personnel qualifications and experiences for the following functional areas:

- (a) facility auditing and energy engineering analysis,
- (b) design and engineering of SVPS systems and energy efficiency measures,
- (c) installation of SVPS systems and energy efficiency measures,
- (d) operations and maintenance of SVPS systems, energy efficiency measures and diesel or propane power generators,
- (e) performance measurement and verification.
- (f) ability to deal with environmental issues that arise in conjunction with replacing equipment and disposing of obsolete equipment.

The personnel qualifications provided should include education, dates of employment, pertinent experience in facility energy engineering, operation and maintenance and project and installation management, any professional certifications and licenses held, labor category and organizational position (corporate as well as project).

5. Project Management:

- **Subcontract management** This subsection shall describe the subcontract management system and methods to be used under the contract to ensure quality control.. Particular emphasis should be placed on procedures for source selection and how performance status will be determined, assessed, and projected through subcontract completion.

Competitive solicitation of proposed subcontractors shall be discussed as well as non-competitive selection of proposed subcontractors. The methods for non-competitive selection of proposed subcontractors must be explained and justified, as applicable. (Failure to select proposed subcontractors on a competitive basis may adversely affect the standing of the Offeror unless it is demonstrated that competition is not easible nor practicable.)

- **Level of operation, maintenance, and repair responsibility the Offeror shall assume.** The Offeror shall describe its ability to provide organization operations, maintenance, repair and training services for projects throughout the U.S., U.S territories, and international sites. Specify criteria used to establish location of local service point(s) of contact and available hours of service. Furthermore, the offeror shall describe an overview of preventative maintenance, inspection, and repair program to be provided.
- **Overall Management:** The Offeror shall describe and illustrate the overall management system and organization for managing projects under the contract. If portions of the projects are anticipated to be subcontracted (e.g., design of an energy conservation system), identify the intended subcontracted functions, and which element of the contractor's organization will manage the subcontract(s).
- **Government training:** Describe methods for and overview of content of Government employee training for SVPS systems and ECMs that the contractor would provide as required by the contract terms.

L31.2 PART II - DELIVERY ORDER -- TECHNICAL APPROACH FOR SITE SPECIFIC PROJECTS

For the Project Site identified in the technical data package at Attachment 5 to the solicitation, the Offeror shall prepare a technical narrative addressing the technical approach for required SVPS system and ECMs. All technical data and schedule information necessary for the site specific technical and price proposal is located in the solicitation. The site specific proposal is to be prepared using technical data obtained exclusively from the solicitation. (NOTE: THERE WILL BE NO SITE VISIT FOR THIS PROCUREMENT.) Any assumptions made due to incomplete information should be clearly identified in the offeror's proposal, or a question asked of the Contracting Officer during the proposal preparation period in accordance with Section L.7. The technical approach shall be prepared in the following format:

Criterion 3. Technical response to site data package

1. Descriptions of SVPS\ECMs and projected energy savings

For the project site described at Attachment 5 to this solicitation, the offeror shall provide a summary Schedule DO-IV identifying all the SVPS and ECM measures that they would propose for the site. The total conventional energy load reduction due to the SVPS and all ECMs proposed shall be identified. The Offeror shall submit narrative information, as applicable, in the format specified below for each proposed SVPS and/or SVPS/ECM: (ALSO SEE INSTRUCTION AT L.32.2 FOR PRICE PROPOSAL SUBMISSION FOR THIS FORM)

- **SVPS system and/or ECM No. and Name**
- **Location Affected**
- **SVPS system or ECM Interface with Government Equipment**
- **Proposed Equipment Identification** - Provide manufacturer, model number and optional equipment proposed for each SVPS system and/or ECM component, including manufacturer's literature and specifications.
- **Physical Changes** - List major physical changes to equipment or facilities required to install proposed SVPS system and/or ECM such as relocation of equipment.
- **Non-renewable Energy Savings Proposed** (Non-renewable energy sources include grid-connected electricity, natural gas, propane, diesel fuel, etc.)
 - Proposed SVPS system and/or ECM annual non-renewable energy savings (in all applicable energy/demand reduction units)
 - For each SVPS system and/or ECM proposed, provide a detailed energy analysis documenting the proposed annual non-renewable conventional energy savings of the SVPS system and/or ECM after installation, startup and testing. Documentation of the analysis shall include, at a minimum:
 - Offeror's assumptions on current facility or energy system operating conditions
 - Offeror's assumptions on proposed facility or energy system operating conditions

- Energy savings calculations using formulas and procedures based on accepted engineering principles, including synergistic effects of SVPS systems and other ECMs.
 - Citation of references used for data, assumptions or empirical formulas.
 - **Operations and Maintenance (O&M) Cost Savings** - Specify the dollar value to the agency from savings in O&M. Identify any assumptions made in creating O&M savings.
 - **Agency Support Required** - Specify any government agency support required during implementation of the SVPS/ECM.
 - **SVPS system Project Schedule** - Provide a project schedule to include the duration of the following key phases:
 - Investment Grade Facility Audits to confirm SVPS system and/or ECM performance (assume Government facility audit review of 30 days).
 - Engineering/Design/Acceptance (assume Government design review of 30 days).
 - Equipment Procurement/Lead Time (i.e., date required to acquire equipment and delivery on-site).
 - Installation & Commissioning
2. **Site-Specific Monitoring and Verification Plan** - Define a site specific plan, which must include the following elements for each project:
- Objectives - a statement of what is to be estimated (i.e., gross annual KWh savings on a project basis).
 - Parameters to be monitored - indicate parameters to be recorded that will be used in the estimation of annual conventional energy savings, including variable load, hours of operation, installation status of measures, etc.
 - Sampling plan (if required), including:
 - (a) Designation of usage groups - define usage groups for areas with similar characteristics.
 - (b) Calculation of population(s) and sample sizes(s) by usage group - present the calculation and assumptions used to determine sample size by each usage group area.
 - Data collection plan, including:
 - (1) Specify data to be collected in terms of parameters, unit of measurement, points of measurements, length of time and intervals of measurements; raw, meter data (if available) as well as analyzed and summary data must be obtained.
 - (2) Identification of instrumentation and metering equipment - name and documentation on equipment specifications of monitoring devices.

L.32 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, PRICE PROPOSAL

- (a) General Requirements: The Price Proposal consists of the offeror's price to perform the work as set forth in the Statement of Work, for the site described in the technical data package at Attachment 5 to this solicitation. (Price is defined as the sum of the payment streams for the term proposed for the project.) The Delivery Order Schedule DO-Ia column (b) total is considered to be the price proposed by the contractor. Since the Price Proposal will be evaluated to determine such matters as the realism and reasonableness of price and the realism of estimated savings, as well as an understanding of the magnitude of the effort, it should be accurate, complete and well documented. Offerors are therefore requested to provide adequate supporting documentation for the implementation and performance period pricing submitted in Schedules DO-II and DO-III, to include manhours proposed, published price lists, catalog pricing, the bases of estimates used, etc. necessary for the evaluators to make overall determinations of realism and reasonableness. The inclusion of inflation rates in the schedule pricing should not occur. If inflation is included in the calculations, however, an explanation of the method used and rationale therefor must be provided.
- (b) The Price Proposal shall contain the information specified below:
- (1) Estimating Procedure: Provide a summary explanation of the offeror's estimating procedures in general, sufficient that there be a clear understanding of how the offeror:
 - (i) develops/gathers verifiable data;
 - (ii) applies judgmental factors in projecting from known data to the estimate;
 - (iii) uses contingencies in proposed pricing;
 - (2) Accounting System: Provide a summary of the offeror's accounting system, with sufficient detail that there is a clear understanding of how the offeror accounts for all indirect costs.
 - (3) Exceptions and /Deviations: The Offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the Price Proposal requirements. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for any exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of such proposal(s) as unacceptable.
 - (4) Completed IDIQ contract schedules, as described at Section L.32.1, and on the Schedules themselves found at Part III, Section J, Attachment 2 to this solicitation.
 - (5) Completed DO schedules, as described at Section L.32.2, and on the Schedules themselves found at Part III, Section J, Attachment 3 to this solicitation., and required support documentation for the proposed Schedules, as required at L.32.2.

L.32.1 PART I - SCHEDULES TO BE INCORPORATED INTO THE INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

L.32.1.1 Price Schedules Required The offeror shall prepare and submit the following price schedules. The schedules listed below will be incorporated into the resultant contract.

Section B - Completed IDIQ Contract Schedules (See Part III, Section J, Attachment 2):

IDIQ-I	IDIQ Contract Mark-ups
IDIQ-II	IDIQ Contract Project Finance Charges
IDIQ-III	IDIQ Contract Implementation Period Price Elements
IDIQ-IV	IDIQ Contract Implementation Period Mark-up Elements
IDIQ-V	IDIQ Contract Performance Period Price Elements
IDIQ-VI	IDIQ Contract Performance Period Mark-up Elements

L32.1.2 Instructions for Completing Schedules

Schedule IDIQ-I - IDIQ Contract Mark-ups: The offeror shall complete Schedule IDIQ-I by proposing the maximum mark-ups that will be applied to all delivery orders under the proposed IDIQ contract, by technology category, i.e., SVPS/ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule IDIQ-I and in Section C.2 of the contract.

NOTE: The mark-up is the percentage difference between the contractor's proposed payment and the amortized direct construction/installation price and performance period costs for the SVPS/ECM project. Mark-ups must be proposed for each technology category and for the project performance period. The mark-up shall not include the implementation expenses, Performance Period expenses, or project finance charges. The mark-up proposed is to be a maximum figure and may be voluntarily decreased by the contractor in delivery order proposals.

Schedule IDIQ-II - IDIQ Contract Project Finance Charges: The offeror shall complete Schedule IDIQ-II by proposing the maximum, fixed, annual percentage rate that, when added to the current Treasury Note rate (as defined by the source for it indicated on the schedule) will be the total percentage project finance charge (not including finance processing fees) that the contractor will charge the Government as a total finance charge for all SVPS/ECM projects or delivery orders. The finance charge rate that shall apply to an individual delivery order shall be based on the most recent applicable Treasury Note rate prior to the date of the delivery order. If the offeror is proposing different finance charges for the periods of the IDIQ contract, the offeror shall propose the Treasury Note term applicable to each proposed financing period.

Finance charges are the contractor's costs of financing the construction/installation price of a SVPS/ECM delivery order project through installation, inspection and acceptance by the Government.

Schedule IDIQ-III - IDIQ Contract Implementation Period Price Elements: The offeror shall complete Schedule IDIQ-III by proposing the elements of direct cost that compose implementation expenses under the proposed IDIQ contract. Implementation price elements will remain unchanged through the term of the contract. The types of elements that should be included in this list are feasibility studies for the project, engineering design, construction financing, direct costs for installed equipment, direct material costs, direct labor costs, quality assurance, control and inspection, commissioning, etc.

Schedule IDIQ-IV - IDIQ Contract Implementation Period Mark-up Elements: The offeror shall complete Schedule IDIQ-IV by proposing the elements of implementation period mark-up under the proposed IDIQ contract. Mark-up elements will remain unchanged through the term of the contract. They may include such elements as indirect labor, overhead costs other than labor, sales and G&A expenses, ESCO markup on subcontractor supplied equipment, material and labor, ESCO

profit, etc.

Schedule IDIQ-V – IDIQ Contract Performance Period Price Elements: The offeror shall complete Schedule IDIQ-V by proposing performance period price elements under the proposed IDIQ contract. Performance period price elements will remain unchanged through the term of the contract. Examples of performance period price elements are the direct costs of all tasks required to maintain energy savings performance after Government acceptance of installed SVPS/ECMs. Price elements on this schedule include such items as direct costs for labor or subcontractor to operate, maintain, and repair installed SVPS/ECMs, measure and monitor SVPS/ECM equipment or system for periodic performance verification, project management costs to provide service support, etc.

Price elements submitted on this schedule shall not include any direct costs for ECM installation through government acceptance or elements in the mark-up.

Schedule IDIQ-VI – IDIQ Contract Performance Period Mark-up Elements: The offeror shall complete Schedule IDIQ-V by proposing the elements of performance period mark-up under the proposed IDIQ contract. Mark-up elements will remain unchanged through the term of the contract. These elements include such items as indirect labor and associated fringe benefits that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects, overhead expenses during the performance period, ESCO profit, etc.

L.32.2 PART II - DELIVERY ORDER – PRICE PROPOSAL FOR SITE SPECIFIC PROJECT

The technical data package at Attachment 5 to this solicitation contains identified energy system retrofits for which the offeror is required to submit a delivery order project proposal. The offeror shall prepare and submit each of the Schedules below for the identified SVPS/ECM project covered by this solicitation.

The offeror shall prepare and submit Schedules DO-Ia, DO-II, DO-III and DO-IV for its delivery order proposals. The schedules are provided in Part III, Section J, Attachment 3 to this RFP. Explanations of these schedules and instructions for their completion are provided below, and on the Schedules themselves. (NOTE: Schedule DO-IV is also required for submission with the technical proposal; it need not be submitted twice, but the information required to support the information included with it should be provided as required below, with the price proposal.)

Since the price proposal will be evaluated to make determinations of price realism and reasonableness, of an understanding of the magnitude of the effort and an understanding of the requirement of the solicitation, the offeror is required to provide adequate supporting documentation with the DO schedules for the implementation and performance period pricing (proposed in Schedules DO-II and DO-III), as well as for estimated savings proposed (in Schedule DO-IV), which documentation together with the schedule information, will compose the price proposal. All pricing, savings and payments information proposed will also be required to be traceable from one schedule to another.

The various DO Schedules are described as follows:

Schedule DO-Ia -- Proposed Estimated Annual Cost Savings and Annual Contractor Payments

Schedule DO-Ia is used to submit the offeror's proposed estimated annual energy cost savings, and proposed annual contractor payments for a specific SVPS/ECM delivery order project. The values

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

Proposals will be evaluated using the criteria specified herein, and based on the information provided in accordance with the instructions in Section L.32 above. Proposals will be evaluated using factors in two (2) categories, Technical and Price. Technical Evaluation Factors are more important than Price Evaluation Factors. The Government is more concerned about obtaining superior technical features (comprehensive technical proposals) than making an award(s) at the lowest cost to the Government. However, the Government will not make an award(s) at a price premium it considers disproportionate to the benefits associated with the proposed superiority of the technical proposal. In summary then, the BEST VALUE to the Government will be assessed, considering both technical and price proposals. Offerors are encouraged to submit creative and innovative approaches to the Statement of Work.

A. TECHNICAL CRITERIA

Technical aspects of proposals will be evaluated in accordance with the following criteria:

Criterion 1 - Past Performance References and Project Experience

Each offeror will be evaluated on his/her performance under existing and prior projects for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

References other than those identified by the offeror may be contacted by the Government, and the information received will also be used in the evaluation of the offeror's past performance. (NOTE: Firms lacking relevant past performance experience shall receive neutral/average evaluations for this past performance references criterion, i.e., a mid range score.)

The evaluation of project experience will include the Offeror's demonstrated capability to:

Provide a full range of turnkey services for both SVPS and ECM projects, from management to construction to financing, either independently or with a teaming approach, throughout the U.S., its territories and internationally.

Criteria 2. Technical Capability

1. SVPS Equipment Knowledge

The evaluation of the Offeror relative to this subcriteria will be based on demonstrated knowledge of the hardware and installation requirements of SVPS systems, as well as other ECMs, and the capability to manufacture or procure necessary system hardware, to maintain adequate inventory to meet the project demands, and to provide good quality control and workmanship.

2. Energy Project Finance Experience

The Offeror will be evaluated on both his demonstrated ability to obtain alternative financing for energy projects, and on the approach(es) provided for financing SVPS and/or SVPS/ECM projects.

3. Measurement and Verification (M&V) Model Approach

The Offeror will be evaluated on his demonstrated ability to accurately develop an energy baseline, and to subsequently measure and verify energy savings against that baseline. The offeror's understanding of M&V and its application to various projects will also be evaluated.

4. Personnel qualifications

Each offeror (or team) will be evaluated on the demonstrated technical capabilities of its proposed primary and subcontractor personnel relative to SVPS systems and related ECMs. Demonstrated successful experience of the proposed personnel in facility auditing and energy engineering analysis, design, engineering, construction, installation, operations and maintenance, and M&V of SVPS and/or ECMs will all be considered. Ability to deal with environmental issues that arise will also be evaluated.

5. Project Management

Each Offeror will be evaluated for demonstrated capabilities to:

- Acquire subcontractors to increase capability for successful delivery of SVPS/ECM projects throughout the U.S., U.S. territories and internationally. Emphasis on and procedures for competition of subcontract services will be part of the evaluation.
- Provide effective O&M approach(es) for SVPS/ECM projects that ensure effective project performance and which provide(s) local, responsive maintenance support.
- Manage projects and provide suitable organizational structure to support contract performance. Demonstrated adequacy of organizational structure to include management of and relationships with subcontractors will be evaluated.
- Provide training applicable to systems installed and maintained and in response to Government site's identified needs.

Criterion 3 - Technical Response to Site Data Package

1. Descriptions of SVPS\ECMs and Projected Energy Savings

Each offeror will be evaluated on his/her technical response to the project site included in the solicitation, and thier demonstrated ability to accurately project non-renewable energy and operations and maintenance cost savings. Elements to be evaluated include:

The proven/defended technical feasibility, reasonableness, and acceptability of the proposed SVPS system and ECMs, to include:

- verification that impacts on Government facilities and operations are acceptable and reasonable;
- the suitability and service life of selected equipment for each proposed SVPS system and ECM;
- verification that potential environmental impacts are adequately addressed;
- verification that proposed project implementation schedules are realistic and reasonable.

Overall, the level and reasonableness of the proposed energy savings, based on a verification that the energy analysis is based on sound assumptions and engineering principles will be evaluated.

2. Site-specific Monitoring and Verification Plan

The baseline and M&V plan proposed by the Offeror will be evaluated to determine if it demonstrates a clear understanding of compliance with M&V protocols. This includes:

- verification that the sampling and data collection plans are acceptable and reasonable and that they are based on proposed SVPS systems and ECMs;
- methods to establish pre and post-installation conditions and determine energy savings are adequate and reasonable;
- Periodic measurement approaches for SVPS systems and ECMs and facility performance are adequate and reasonable to provide assurance of continued effective monitoring of SVPS systems and ECM performance.

3. Site management

Each offeror will be evaluated on whether the proposed organization, to include the roles of the prime and subcontractors in the performance of the work, is well suited to manage, design, build, operate and maintain and train Government personnel on the proposed SVPS system and/or SVPS/ECMs.

B. RELATIVE RANKING OF TECHNICAL CRITERIA

The relative weights used for each criterion listed shall be as follows:

	<u>WEIGHT</u>
<u>PART I - General Regional Contract Capabilities</u>	
Criterion 1 - Past Performance References and Project Experience	30%
Criterion 2 - Technical Capability	35%
<u>PART II - Technical Approach for Site Specific Projects</u>	
Criterion 3 - Response to site data package	35%

C. PRICE CRITERIA

The price is considered to be the total amount of annual contractor payments identified in Schedule DO-Ia, column (b) for the site specific proposal. The price proposed will be evaluated to establish:

Price Proposal Evaluation Factors

- a. The completeness and traceability of the proposed price (i.e. sum of annual contractor payments -- Schedule DO-Ia) to the offeror's technical approach to and understanding of the SVPS/ECM project proposed.
- b. The reasonableness as well as realism of the proposed price (payments), relative to the technical project proposed, and the estimated savings indicated as achievable, based on an evaluation of the DO schedules submitted, as well as the pricing and estimated savings detail provided to support them. The adequacy of the offeror's estimating procedures will be considered as part of this portion of the evaluation.

- c. That proposed guaranteed annual energy cost savings exceed the proposed annual contractor payments for each year of the site proposal performance period.
- d. That the mark-ups and finance charges proposed for the project are the same as or lower than those contained in the IDIQ contract schedules proposed, and that these markups are consistently applied in the price proposal. The mark-ups themselves will also be evaluated, but only in terms of their overall realism and reasonableness as MAXIMUMs for the offeror, relative to the offeror's accounting system.

The above price evaluation factors are considered to be equally important and will be evaluated in their entirety. The price will not be point scored. However, one of three adjectival ratings will be assigned to the price proposal submitted by the offeror, based on the results of the overall price evaluation, considering all the above criteria. These ratings will be GOOD, ADEQUATE, and INADEQUATE. The price evaluation rating WILL be considered in making determinations of best value to the Government for purposes of selection for contract award. (Also see Section M.2 below.)

M.2 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The technical proposal is of greater importance than the price proposal. However, if, after evaluation of the technical and price proposals, two or more competing overall proposals are within the competitive range, evaluated total price to the Government may be the deciding factor for selection, depending on whether the most acceptable overall proposal (excluding price consideration) is determined to be worth the price differential, if any.

M.3 ELIGIBILITY FOR AWARD AND AWARD OF INITIAL DELIVERY ORDER

The Government intends to make multiple awards to responsible offerors as evaluated in accordance with the criteria set forth in Section M.1 above. The Government will make award to offerors whose proposals will be most advantageous to the Government, considering technical, price and other factors, as also explained in the Sections above.

Firms must be on DOE's Qualified List of Energy Service Companies at time of award to be eligible for award. Instructions for application to the Qualified List are presented in 10 CFR 436 (b) "Methods and Procedures for Energy Savings Performance Contracting," and a qualification request package may be obtained via the Internet on the FEMP home page at [http://www.eren.doe.gov/femp/project financing icon](http://www.eren.doe.gov/femp/project%20financing); or, by request to Tanya Sadler at DOE FEMP HQ office, at (202) 586-7755.

The site described in the Site Data Package at Attachment 5 to this solicitation, and included here for evaluation purposes IS expected to become a delivery order project site for award to a contract awardee resulting from this solicitation. Award concurrent with contract award is not anticipated. The Government (DOE) intends to select one of the contract awardees to perform a project at this site in fulfillment of a minimum quantity guarantee. Selection of which contract awardee will be at the discretion of DOE based on the results of the evaluations from this solicitation. DOE and the selected contractor may change the technical composition of the project at that time.

M.4 PREAWARD SURVEY

The Government may conduct preaward surveys in accordance with FAR 9.106 of all responsible offerors whose proposals have been determined to be within a competitive range, if one were established, and may solicit from available sources relevant information concerning the offeror's record of past performance, to ascertain whether such offeror(s) is/are qualified and capable of performing the contract. The preaward survey will include examination of the offeror's subcontracting and financial plan and status. All of this information may be used in making determinations of prospective offeror responsibility.

DEFINITIONS OF TERMS APPLICABLE TO THIS CONTRACT

The following special and other terms are pertinent to this solicitation. An understanding of them is critical to an understanding of the solicitation requirements.

- 1) Acceptance of Implementation Phase The term acceptance means an authorized representative of the Government has inspected and accepted the contractor installed energy conservation measures, and that these installed energy conservation measures are operational and comply with the delivery order's performance requirements and specifications. Government acceptance shall not relieve the Contractor from responsibility for continued compliance with delivery order requirements during the delivery order's term.
- 2) Annual Energy Audit The term annual energy audit means a procedure including, but not limited to, verification of the achievement of energy cost savings and energy unit savings guaranteed resulting from implementation of SVPS and energy conservation measures and determination of whether an adjustment to the energy baseline is justified by conditions beyond the contractor's control.
- 3) Project Finance Charges Construction finance charges are the contractor's costs of financing the construction/installation price or cost of construction. A contractor may not require construction financing for a specific delivery order. If a contractor does not require construction financing for a specific delivery order, then this cost element would be zero.
- 4) Indefinite Delivery/Indefinite Quantity (IDIQ) Contract As these IDIQ contracts are appropriately called this, a delivery order contract means a contract for property or services that does not procure or specify a firm quantity of property (other than a minimum and/or a maximum quantity) and that provides for the issuance of orders for the delivery of the property and services during the period of the contract.
- 5) Contracting Officer (CO) and Contracting Officer's Representative (COR) The following four definitions are provided to discriminate between the DOE and Agency CO and COR responsibilities:
 - DOE Contracting Officer, or Contracting Officer refers to the DOE CO, responsible for the administration of the IDIQ contracts.
 - Contracting Officer's Representative refers to the DOE COR, responsible for providing technical direction and administration of the IDIQ contracts.
 - Agency Contracting Officer refers to the ordering agency CO, responsible for award and administration of delivery orders against the IDIQ contracts.
 - Agency Contracting Officer's COR refers to the ordering agency COR, responsible for technical direction and administration of the delivery orders issued against the IDIQ contracts, to include all required reviews and approvals, etc.
- 6) Delivery Order The document that provides the details and requirements (over and above those already in the delivery order contract (IDIQ) or in addition to or different than them) for delivery of property and services within the scope of the delivery order contract.
- 7) Detailed Energy Survey The term detailed energy survey means a procedure which may include, but is not limited to, a detailed analysis of energy cost savings and energy unit savings potential, building conditions, energy consuming, and hours of use or occupancy for the purpose of confirming or revising technical and price proposals based on the preliminary energy survey for delivery orders.

- 8) Energy Baseline The term energy baseline means the amount of energy that would have been consumed annually without implementation of energy conservation measures based on historical metered data, engineering calculations, submetering of buildings, or energy consuming system, building load simulation models, statistical regression analysis, or some combination of these methods.
- 9) Energy Conservation Measure An ECM means measures that are applied to an existing Federally owned building or facility that improves energy efficiency, are life cycle cost effective under 10 Code of Federal Regulations Part 436, Subpart A, and involve energy conservation, cogeneration facilities, renewable energy sources, improvements in operation and maintenance efficiencies, or retrofit activities at an existing Federally owned building or other Federal-owned facilities as a result of -- (1) the lease or purchase of operating equipment, improvements, altered operations and maintenance, or technical services; or (2) the increased efficient use of existing energy sources by cogeneration or heat recovery, excluding any cogeneration process for other than a Federally owned building or buildings or other Federally owned facilities.
- 10) Energy Cost Savings An energy cost savings means a reduction in the cost of energy and related operation and maintenance expenses, from a base cost established through a methodology set forth in an energy savings performance delivery order.
- 11) Energy Unit Savings The term energy unit savings means the determination, in electrical or thermal units [e.g., kilowatt hour (kwh), kilowatt (kw), or British Thermal Unit (Btu)], of the reduction in energy use or demand by comparing consumption or demand after completion of contractor-installed energy conservation measures, to an energy baseline established in the delivery order.
- 12) Fair Consideration Public Law 103-355, codified at 41 U.S.C. 253j, states that all multiple contract awardees (i.e., the awardees from this solicitation) shall receive "a fair opportunity to be considered," pursuant to the procedures established in the contracts they are awarded, for EACH delivery order in excess of \$2,500 that is to be issued under any of the contracts UNLESS one of certain exceptions exist. These exceptions are also provided in the solicitation and the resulting contracts. This is interpreted to mean that unless one of those exceptions apply and is used, that each of the awardees will compete for award of the specific delivery order SVPS/ECM projects, in accordance with the procedures outlined in the contracts.
- 13) Fixed Price/Price For purposes of these SUPER ESPC IDIQ contracts, the price, or fixed price, of any delivery order issued against the contracts is the sum of contractor payment streams associated with the delivery order performance.
- 14) Guaranteed Savings Guaranteed savings means the contractor shall provide a guarantee of annual cost savings to the Government that exceeds (at least by \$1) the annual contractor payments in column (b) of Schedule DO-I.
- 15) Implementation Price Implementation price shall be the direct costs (without contractor markups) that will be incurred by the contractor to implement the SVPS/ECM project (delivery order), established at the time of delivery order award. The offeror shall propose the types, categories or elements of costs that it treats as direct costs in its proposal for the indefinite quantity contract. This listing shall be included in any resultant IDIQ contract awarded and apply to delivery orders issued under the contract. The types, categories or elements of costs that would normally be considered direct costs include the following:
- price for installed equipment and material,
 - labor attributable to a task covered by the SVPS/ECM that is normally charged as direct labor to a project by the contractor,
 - fringe benefits which would include workman's compensation and liability, State and Federal unemployment compensation, social security, health and welfare insurance, pension funds, vacation time, and training costs,

- subcontractors or consultants costs for performing a portion of the SVPS/ECM project,
- travel costs, if normally treated as a direct cost by the contractor in its accounting system, and
- construction financing costs.

The price shall not include the costs which are included in the mark-ups, the operation and maintenance costs, finance charges not included in the installation price (construction financing costs), indirect labor, and indirect costs.

16) Implementation Period The implementation period is from date of delivery order award to the date all contracted SVPS and ECMs are operational and accepted by the Government. If additional SVPS/ECMs are added to the delivery order by modification, the implementation period for such additional SVPS/ECMs shall be from date of delivery order modification incorporating the additional SVPS/ECMs to the date all additional SVPS/ECMs are operational and accepted by the Government. The implementation period may also be referred to herein as "construction period".

17) Mark-up The mark-up is the percentage difference between the contractor's proposed payment and the combination of the amortized construction/installation price and O&M costs for the SVPS/ECM project. The offeror shall propose the types or categories of costs that are included in its mark-ups, which listing shall be included in any resultant indefinite quantity contract awarded and apply to delivery orders issued under the contract. The types or categories of costs that should be included in a mark-up based on the offeror's accounting system would include the following:

- indirect labor and associated fringe benefits that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects, which is normally included in indirect costs (e.g., overhead),
- indirect costs such as material handling costs, overhead costs (excluding fringe benefits), and general and administrative expenses,
- profit to the contractor,

These types, categories or elements of costs shall not be recovered by the contractor except through the mark-up proposed, negotiated, and included in the indefinite quantity contract for application to delivery orders placed. The mark-up shall not include construction/installation price, O&M costs, and project finance charges. The mark-up proposed is to be a maximum figure and may be voluntarily decreased by the contractor in subsequent delivery order proposals.

18) Performance Period The term performance period means the period (typically in years) from the date a SVPS/ECM project is operational and accepted by the Government, to the end of the delivery order's term. The performance period may also be referred to herein as the "service period."

19) Performance Period Price Performance Period Price shall be the estimated direct costs for operations and maintenance for the specific delivery order's SVPS/ECM project. Examples of the types, categories or elements of performance period costs would be direct labor, material and spare parts required to perform operation and maintenance of the installed SVPS/ECMs, periodic measurement and verification of SVPS/ECM performance, project management for the delivery order, etc.

20) Preliminary Energy Survey The term preliminary energy survey means a procedure which may include, but is not limited to, an evaluation of energy cost savings and energy unit savings potential, building conditions, energy consuming equipment, and hours of use or occupancy, for the purpose of developing technical and price proposals prior to selection.

- (21) Project Finance Charges Finance charges are the contractor's costs of financing the construction/installation price of an SVPS/ECM project (delivery order) after installation, inspection and acceptance by the Government. The contractor shall propose in Schedule IDIQ-II a maximum, fixed, annual percentage rate, that when added to the Treasury Bill rates will be the total percentage finance charge, not including construction financing which is a component of construction/installation price.
- (22) Schedule (Uniform Contract Format) Pursuant to the Federal Acquisition Regulation (FAR) at FAR 15.406-1 through -5, which applies to the Department of Energy, solicitations and contracts are required to be assembled in accordance with a uniform contract format consisting of Sections A through M for solicitations and Sections A through J (with K optional as in the contract or retained in the contract file) for contracts. This format is referred to as "the Schedule." Therefore, all references to the Schedule in the solicitation and awards refers to the entire document within these sections, to include the Attachments included as Section J.
- (23) Selective Surface A surface preparation which has an emissivity in the infrared spectrum much less than its absorptivity in the solar spectrum.
- (24) Solar Collector A device to intercept solar radiation.
- (25) Solar Ventilation Air Preheating System A system to intercept solar radiation and transfer the heat from the sun to preheat ventilation air. This technology is ideally suited for buildings with moderate ventilation requirements in sunny locations with long heating seasons.
- (26) Stratification The tendency for warmer air to stay near the ceiling in a high-bay building space.
- (27) Technology Category SVPS/ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule IDIQ-I, and in Section C of the Schedule.

CONTENTS

<u>Schedule No.</u>	<u>Title</u>
IDIQ-I	IDIQ Contract Mark-up(s)
IDIQ-II	IDIQ Contract Project Finance Charges
IDIQ-III	IDIQ Contract Implementation Period Price Elements
IDIQ-IV	IDIQ Contract Implementation Period Mark-up Elements
IDIQ-V	IDIQ Contract Performance Period Price Elements
IDIQ-VI	IDIQ Contract Performance Period Mark-up Elements

SCHEDULE IDIQ-I

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT CONTRACT MARK-UPS	
INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACT	
TECHNOLOGY CATEGORY	MAXIMUM Mark-up %
Solar Ventilation Air Preheating System (SVPS)	
Boiler Improvements	
Chiller Improvements	
Building Automation Systems/Energy Management and Control Systems	
Heating, Ventilation, and Air Conditioning (not including boilers, chillers and EMCS)	
Lighting Improvements	
Building Envelope Modifications	
Hot Water and Steam Distribution Systems	
Electric Motors	
Refrigeration	
Cogeneration Systems	
Other Renewable Energy Systems	
Electrical Distribution Systems	
Water and Sewage Systems	
Rate Reduction and Auditing Services	
Performance Period Services	

The mark-ups indicated in this contract schedule are the negotiated Maximum mark-ups which may be applied in price proposals for all delivery orders under the IDIQ contract during its ordering period.

SCHEDULE IDIQ-II

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT PROJECT FINANCE CHARGES INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT						
Financing Period	Treasury Note Index	< \$500K	\$500K - \$1M	\$1M - \$3M	\$3M - \$7M	\$7M+
0-3 years	3 year					
4-6 years	5 year					
7-10 years	10 year					
11-15 years	(specify index)					

Percentage rates provided are negotiated MAXIMUM, fixed, annual percentage rates that, when added to the current Treasury note rate (as defined by the source identified by the offeror below) is the total percentage project finance charge (not including finance processing fees) that the contractor will charge the Government as a total finance charge for all SVPS/ECM delivery order projects.

The finance charge rate that shall be included in the price proposal for an individual delivery order site proposal shall be based on the most recent applicable Treasury note rate prior to the date of the delivery order, per the source identified below. (The DO-III schedule for the specific delivery order proposal shall provide the dated source and index itself.) The actual finance charge rate used for the delivery order site award will be as negotiated at the time of award.

SOURCE OF TREASURY NOTE INDEX RATE: _____

SCHEDULE IDIQ-IV

INDEFINITE DELIVERY/INDEFINITE QUANTITY IMPLEMENTATION PRICE MARK-UP ELEMENTS
LISTED IMPLEMENTATION PRICE MARK-UP ELEMENTS

Implementation Period Mark-up Elements include all INDIRECT cost elements such as overhead and general & administrative expenses, profit and other non direct cost elements or markups associated with the implementation phase. The appropriate negotiated mark-ups included in Schedule IDIQ-I of the contract will be applied to the negotiated implementation period price submitted for each SVPS/ECM delivery order project in the DO-II Schedule.

SCHEDULE IDIQ-V**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
PERFORMANCE PERIOD PRICE ELEMENTS****LISTED PERFORMANCE PERIOD PRICE ELEMENTS**

Performance Period Price Elements include the DIRECT costs of all tasks required to maintain energy savings performance after Government acceptance of installed SVPS/ECMs. Price elements on this schedule include such items as direct costs for labor or subcontractor to operate, maintain, and repair installed SVPS/ECMs, measure and monitor SVPS/ECM equipment or system for periodic performance verification, project management costs to provide service support and other related costs incurred during the performance period, e.g. taxes, insurance. Price elements on this schedule do not include indirect costs, financing costs, or profit. They shall remain unchanged during the ordering period of this contract and be used for pricing delivery order project period expenses, identified on the DO-III Schedule.

SCHEDULE IDIQ-VI

[illegible]

Performance Period Mark-up Elements include all INDIRECT cost elements such as overhead and general & administrative expenses, profit and other non direct cost elements or markups associated with tasks required to manage and maintain energy savings performance after Government acceptance of installed SVPS/ECMs. The performance period mark-ups submitted in Schedule IDIQ-I will be applied to the performance period price for each SVPS/ECM delivery order project in the DO-III schedule.

CONTENTS

<u>Schedule No.</u>	<u>Title</u>
DO-Ia	Proposed Estimated Annual Cost Savings and Contractor Payments
DO-Ib	Guaranteed Annual Cost Savings, Annual Contractor Payments and Annual Cancellation Ceilings
DO-II	Proposed Implementation Period Investment for each Delivery Order Project SVPS/ECM
DO-III	Proposed Performance Period Cash Flow for Each Delivery Order Project SVPS/ECM
DO-IV	SVPS/ECM Descriptions and Projected Energy Savings/Energy Supplied Table

SCHEDULE DO-IA**PROPOSED ESTIMATED ANNUAL COST SAVINGS
AND CONTRACTOR PAYMENTS**

Contractor Name _____

The Contractor shall complete the following statement:

If selected, the Contractor shall complete the installation of all proposed SVPS/ECMs no later than _____ months after delivery order award.

Project Site:		
Year	(a) Estimated Annual Cost Savings \$	(b) Annual Contractor Payments \$
ONE		
TWO		
THREE		
FOUR		
FIVE		
SIX		
SEVEN		
EIGHT		
NINE		
TEN		
ELEVEN		
TWELVE		
THIRTEEN		
FOURTEEN		
FIFTEEN		
TOTALS		

The technical proposal supports the column (a) estimated annual cost savings as "REASONABLE." Column (b) represents the delivery order price and should be supported by information submitted in the other DO schedules and other supporting detail, as required by Section H.25.2 of the solicitation. The estimated annual cost savings from proposed installed SVPS/ECMs indicated in column (a) must exceed (by at least \$1), the annual contractor payments in column (b) above.

SCHEDULE DO-1b**ANNUAL COST SAVINGS AND CONTRACTOR PAYMENTS**

Contractor Name: _____

The Contractor shall complete the following statement:

The Contractor shall complete the installation of all proposed SVPS/ECMs not later than _____ months after delivery order award.

Project Site:			
Year	(a) Detailed Energy Survey Annual Cost Savings \$	(b) Annual Contractor Payments \$	(c) Cancellation Ceiling \$
ONE			
TWO			
THREE			
FOUR			
FIVE			
SIX			
SEVEN			
EIGHT			
NINE			
TEN			
ELEVEN			
TWELVE			
THIRTEEN			
FOURTEEN			
FIFTEEN			
TOTALS			

The Guaranteed Annual Cost Savings in column (a) is based on achieving annual cost savings per the site-specific M&V plan agreed to in the delivery order. The total of the Annual Contractor Payments in column (b) represents the delivery order price and shall be supported by information submitted in all other DO schedules. The contractor guarantees the annual cost savings achieved from its installed SVPS/ECMs will exceed (by at least \$1) the annual contractor payments in columns (b) above. The Annual Cancellation Ceilings specified in column (c) establish the maximum termination liability in the event of contract cancellation or termination for convenience. (FAR 52.217-2 or 52.249-2 will apply.)

SCHEDULE DO-III

**PROPOSED PERFORMANCE PERIOD CASH FLOW
FOR EACH DELIVERY ORDER PROJECT SVPS/ECM**

Contractor Name _____

Project Site:								
Project Capitalization								
Total Investment (DO-II Total)								
Financing Procurement Cost								
TOTAL CAPITAL REQUIRED								
Year	0	1	2	3	4	5	6	7
Annual Cash Flow								
Debt Service:								
Interest								
Principal Repayment								
TOTAL DEBT SERVICE								
Performance Period Expenses:								
SUBTOTAL PERFORMANCE PERIOD EXPENSES								
Performance Period Mark-up								
TOTAL SERVICE PHASE EXPENSES								
Total Annual Contractor Payments								
(Total Debt Service + Total Service Expenses)								

The following information must be submitted to indicate the basis of the debt service included in this Schedule:

Total Finance Charge: _____

Tbill/T-Note Reference: Term (years) _____ Issue Date _____ Interest Rate (Index) _____

Source: _____

(e.g. Wall Street Journal, Web Site)

SCHEDULE DO-III (page 2)

**PROPOSED PERFORMANCE PERIOD CASH FLOW
FOR EACH DELIVERY ORDER PROJECT SVPS/ECM**

Project Site:								
Project Capitalization								
Year	8	9	10	11	12	13	14	15
Annual Cash Flow								
Debt Service:								
Interest								
Principal Repayment								
TOTAL DEBT SERVICE								
Performance Period Expenses:								
SUBTOTAL PERFORMANCE PERIOD EXPENSES								
Performance Period Mark-up								
TOTAL SERVICE PHASE EXPENSES								
Total Annual Contractor Payments								
(Total Debt Service + Total Service Expenses)								

SCHEDULE DO-IV
SVPS/ECM DESCRIPTIONS AND PROJECTED ENERGY SAVINGS\ENERGY SUPPLIED TABLE

Contractor Name _____

Annual Energy Supplied and/or Saved									
No. SVPS System #	C.2.1 Category	Description - Title	(kWh, therms, etc.) Supplied	Equiv. Btu's	Demand Supplied (peak monthly)	Energy Dollar Savings	O&M or Other Savings	Total Savings	Simple SVPS payback
ECM No.	C.2.1 Category	Description - Title	kWh, therm, etc. Saved	Equiv. Btu's	Demand Reduction	Energy Dollar Saving	O&M or Other Savings	Total Savings	Simple ECM payback

Equiv Btu's - Use 1kWh = 3414 Btu

Annual Dollars Saved = Based on rate structure provided in solicitation or site data package and calculated energy and demand reductions

Simple Payback = Schedule DO-II Installation Price divided by Annual Dollars Saved

SVPS dollar savings = energy supplied by SVPS multiplied by the cost/unit of fuel offset by SVPS

For SVPS/ECM's with multiple energy type impacts show each impact on a separate line using the same SVPS/ECM No.

Fuel switching impacts should be treated the same by showing both the energy use increase and decrease

ANTICIPATED DELIVERY ORDER REPORTING REQUIREMENTS

SCHEDULE OF DELIVERABLES FOR DELIVERY ORDERS					
Item	Description	Frequency	Due	Copies	Delivered to:
1	Certificate of Insurance	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
	Performance Bond	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
	Payment Bond	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
2	Work Schedule	Monthly	10 days before work start	2	<ul style="list-style-type: none"> Contracting Officer for delivery order (1 copy) Contracting Officer's authorized representative for delivery order (1 copy)
3	Work - Outside Normal Hours	Per occurrence	5 days before work start	3	<ul style="list-style-type: none"> Contracting Officer for delivery order (1 copy) Contracting Officer's authorized representative for delivery order (2 copies)
4	SVPS/ECM Installation Plan	One time	Per delivery order and, again if additional SVPS/ECMs are added through modification to the delivery order	5	<ul style="list-style-type: none"> Contracting Officer for delivery order (3 copies) Contracting Officer's authorized representative for delivery order (2 copies)
5	SVPS/ECM Installation Quality control Inspection Program	One time	With Item 005 above	5	<ul style="list-style-type: none"> Contracting Officer for delivery order (3 copies) Contracting Officer's authorized representative for delivery order (2 copies)
6	Notification of Utility Interruption	Per occurrence	20 working days prior to outage	3	<ul style="list-style-type: none"> Contracting Officer for delivery order (1 copy) Contracting Officer's authorized representative for delivery order (2 copies)

SCHEDULE OF DELIVERABLES FOR DELIVERY ORDERS					
Item	Description	Frequency	Due	Copies	Delivered to:
7	O&M Manuals	One time	With training class	6	<ul style="list-style-type: none"> Contracting Officer for delivery order (1 copy) Contracting Officer's authorized representative for delivery order (1 master for reproduction and 4 copies)
8	SVPS/ECM Performance Verification	Per SVPS/ECM	Upon SVPS/ECM installation	5	<ul style="list-style-type: none"> Contracting Officer for delivery order (3 copies) Contracting Officer's authorized representative for delivery order (2 copies)
9	As-built Drawings	Per SVPS/ECM	90 days after Government's acceptance	3	<ul style="list-style-type: none"> Contracting Officer for delivery order (1 copy) Contracting Officer's authorized representative for delivery order (2 copies)
10	Annual Energy Audit for SVPS/ECM Performance	Annually	15 days after audit	5	<ul style="list-style-type: none"> Contracting Officer for delivery order (3 copies) Contracting Officer's authorized representative for delivery order (2 copies)

**DELIVERY ORDER REQUEST FOR PROPOSAL
STATEMENT OF WORK**

**SOLAR VENTILATION PREHEAT SYSTEM AT NATIONAL RENEWABLE ENERGY LABORATORY
PROCESS DEVELOPMENT UNIT UNDER THE TECHNOLOGY SPECIFIC
SOLAR VENTILATION PREHEATING SUPER ENERGY SAVINGS PERFORMANCE CONTRACT**

NREL requires solar ventilation preheating of ventilation air. This document presents the requirements for a solar ventilation preheating system at the Process Development Unit (PDU), adjacent to the Alternative Fuel Utilization Facility (AFUF), at the National Renewable Energy Laboratory, Golden Colorado.

Contractor shall provide all equipment, supplies, materials, shipping, storage, installation labor and all other items required for a complete, installed, and operational solar collector ventilation preheat system. System shall be installed under this Energy Savings Performance Contract arrangement, wherein the contractor pays all costs associated with implementation of the project and recovers this investment through periodic payments structured to be less than the energy and operational cost savings.

DESCRIPTION OF FACILITIES

The AFUF is a laboratory and office building built in 1994. Behind and connected to the AFUF is the Process Development Unit, a steel building with a large south facing wall (see Figures 1 - 5 at the end of this document). The south-facing wall (3,045 square feet) has no windows, but has several fresh air intakes for the Process Development Unit. The AFUF is adjacent and connected to the PDU. Heating of ventilation air is required for the second floor laboratories of the AFUF. Currently air is brought into an air handler in the penthouse mechanical room with a variable speed fan. The existing system incorporates heat recovery ventilation, with an estimated effectiveness of 50%. Heat for the ventilation air is provided with steam from NREL's natural gas fired central plant. The site is used year round and ventilation is provided year round. Heating is required about 8 months of the year to the laboratory.

The building walls have a metal exterior with fiberglass insulation. The roof of the AFUF is epdm (rubber) over polystyrene insulation. A plan of the site is included in the Site Data Package.

SPECIFIC SOLAR COLLECTOR SYSTEM REQUIREMENTS

The Delivery Order proposal shall provide for high quality solar collector system components and installation which meet the standards outlined below. Solar collector systems shall meet or exceed all of these requirements and specifications.

General Requirements

Solar collector system shall consist of components which have been commercially available for at least two years.

All systems and components shall be protected from any anticipated failures. Such possible failures could include electrical surges causing fans to stop or removal or obstruction of the solar wall.

Proposal shall include realistic estimate of the cost and of the life of each component as substantiated by component warranties and an approximate replacement schedule.

The system shall be designed to require regular maintenance and inspection no more frequently than once a year.

Climatic Considerations

Solar collector systems shall be located in Golden, having 6,300 Heating Degree Days (F-days), (3,500 C-days).

Daily average total solar radiation on the south wall is as follows: January: 4.5, February: 4.6, March: 4.3, April: 3.6, May: 2.8, June: 2.6, July: 2.7, August: 3.2, September: 4.0, October: 4.6, November: 4.4, December: 4.3 (units are kWh/m²/day).

The collector shall be mounted to the south facing wall of the PDU, facing 0 degrees east of true south.

Building Considerations

The axis of the PDU is oriented East to West with a 3,045 square feet South facing wall. The U-value of the south facing wall is approximately R-13 (hrFt²/btu).

The AFUF projects to the south of the PDU, causing some shading of the south wall of the PDU in morning hours. The relative geometry of the PDU and AFUF is illustrated in the elevation and plan view drawings included in the Site Data Package.

The ventilation load is 11,911 cfm continuously, 24 hours per day, 7 days per week. Heating of ventilation air is a large percentage of the total heat load.

The preheated ventilation air shall serve the air handler fresh air intake. Plans of the rooftop ventilation unit on the AFUF are included in the Site Data Package. Benefits due to de-stratification of room air are not expected.

SOLAR COLLECTOR WALL EQUIPMENT REQUIREMENTS

The collectors proposed shall have an expected life of twenty five years. Surface of the collector shall have an absorptivity in the solar spectrum of not less than 80% initially, and degrade to not more than 70% within the warranty period. Color of the solar collector should match color scheme of the AFUF and PDU. Specific collector surface shall be proposed by the contractor and approved by NREL.

Collector surface shall be securely mounted to the building structure (not just the skin), and the mounting system must be designed to support the collector and withstand winds of 100 mph.

Collector must not interfere with other uses of the PDU south wall, such as several air intakes for process loads within the PDU.

The perforations on the collectors shall be distributed and sized to optimize collection efficiency.

The space between the collector and the wall shall optimize performance based on uniformity of air flow distribution through the wall, fan power, and initial cost.

DUCT REQUIREMENTS

An outdoor, insulated, rigid duct shall connect the collector header on the PDU to the fresh-air intake on the AFUF. A plan view is included in the Site Data Package for the contractor to determine the length and routing of the duct. The duct shall be sized based on the anticipated 11,911 cfm flow and the available fan power from the existing variable speed drive. The duct shall be attached to the building structure to sustain wind loads of 100 mph.

Installation of the duct shall not compromise the function of the roof membrane.

FAN REQUIREMENTS

The system shall be constructed to utilize the existing fan to circulate air through the system. The solar collector and duct system shall be designed to impose a pressure drop within the power availability of the existing fan without reducing volume of air delivered. The existing fan has a variable speed drive which could accommodate an additional 0.5 in of static pressure (approximately).

MONITORING AND CONTROL EQUIPMENT REQUIREMENTS

This system shall include equipment and installation of monitoring and control system. Monitoring system shall be simple, and based on verifying that the equipment is operating as intended by the design. Measurements of actual energy delivery may be conducted by other NREL programs, and may serve to verify the stipulated engineering estimates of energy savings used for establishing payments of this Delivery Order. Control system shall optimize performance of the system by modulating the bypass damper.

The proposed system shall have accessible temperature and pressure points for testing and monitoring.

MAINTENANCE REQUIREMENTS

It is expected that the contractor will not be responsible for any maintenance of the system beyond call-backs and warranty work. Maintenance of fans, bearings, and belts are the responsibility of NREL.

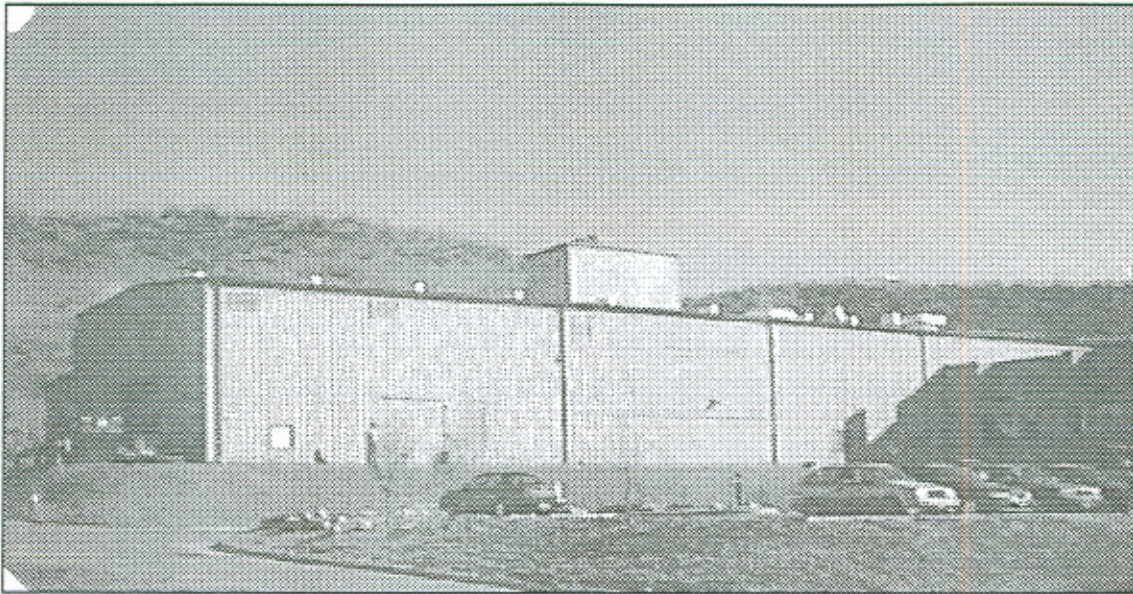


Figure 1 - South facing wall of the Process Development Unit
(pictures taken on March 4, at about 9:00 am.)

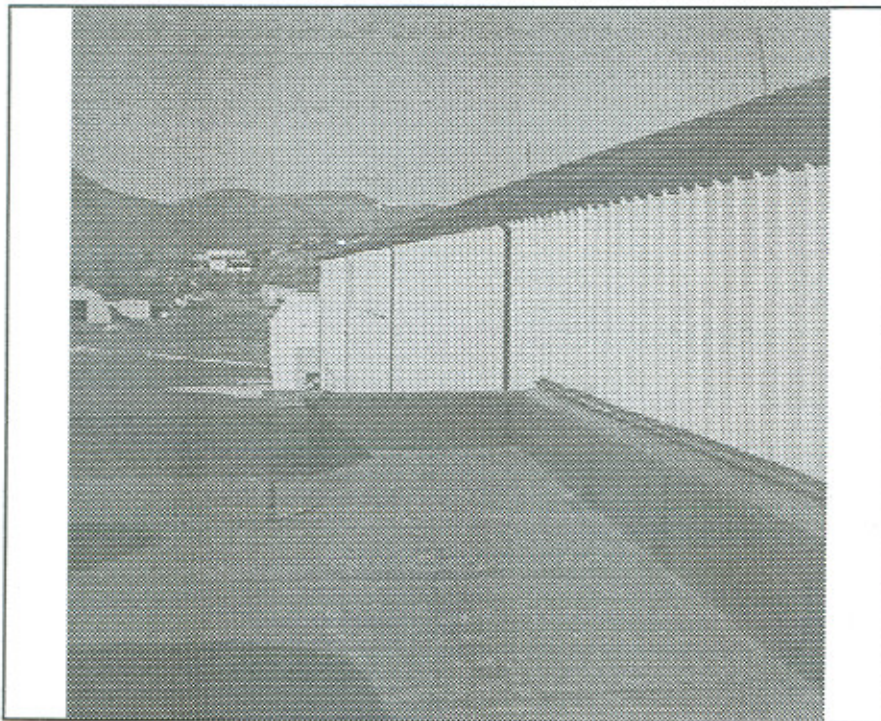


Figure 2 Standing on the roof of the AFUF looking west along the south facing wall of the PDU.

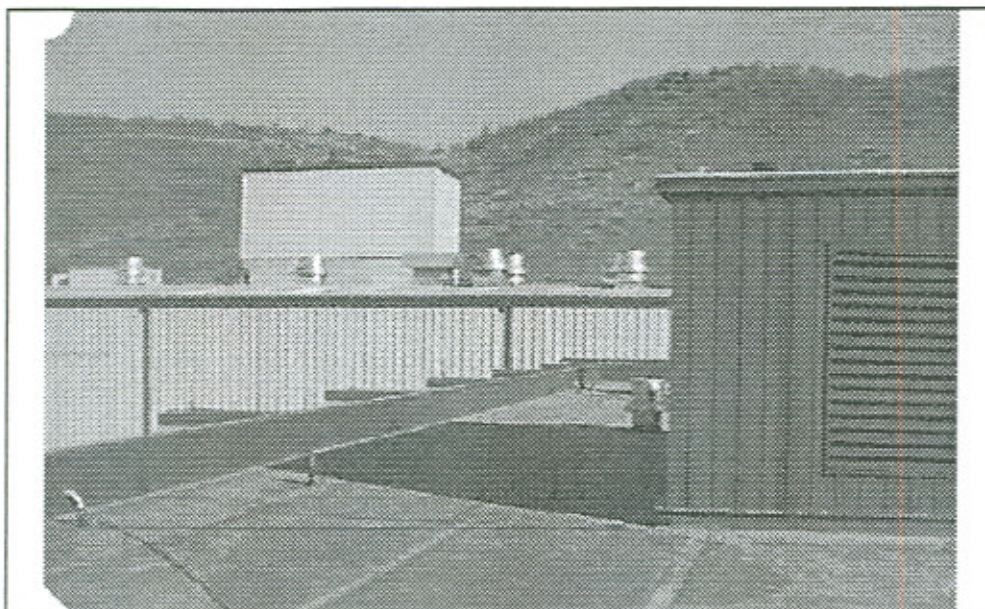


Figure 3 - Standing on the roof of the AFUF. The shed on the right houses the air handling unit (where the solar preheated air would need to be ducted).

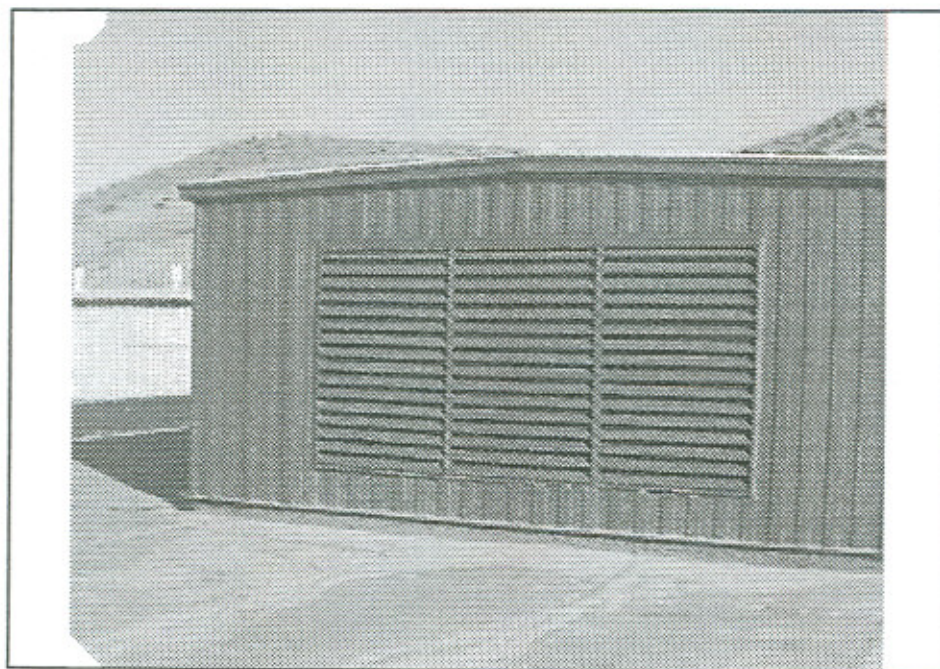


Figure 4 - Air handling unit on roof of AFUF

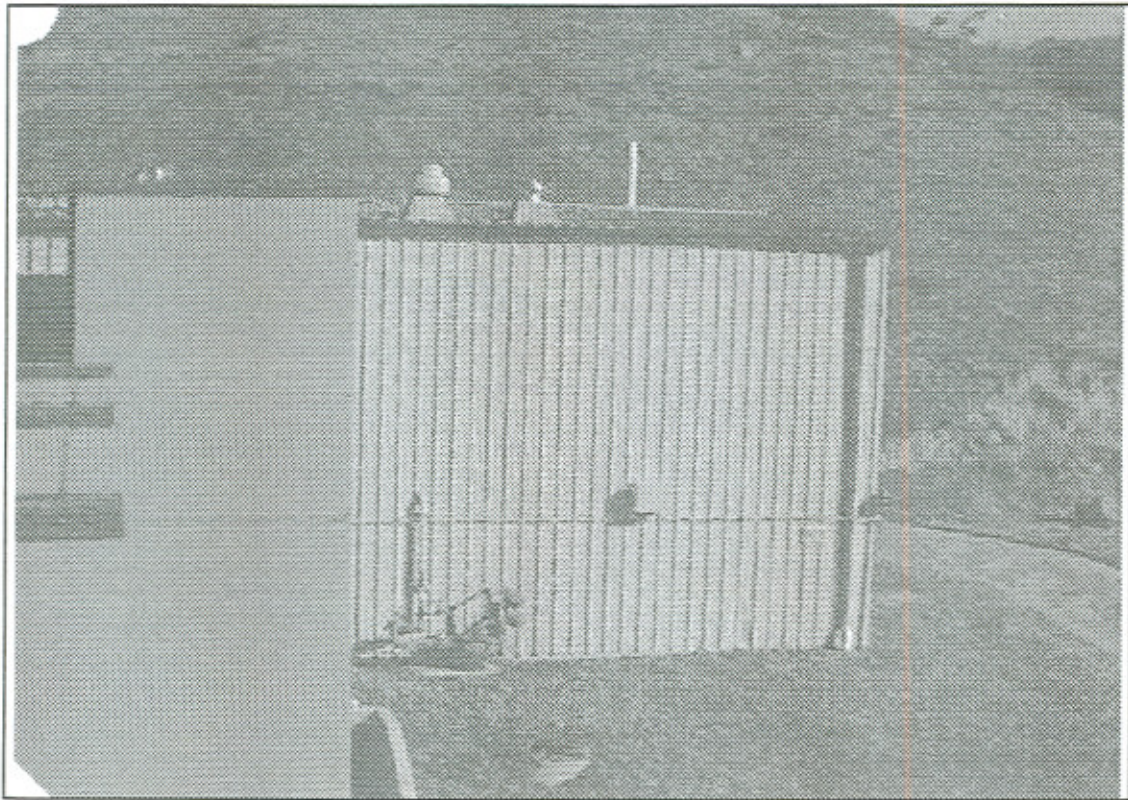


Figure 5 - South facing wall of the PDU extending east of the AFUF

FEMP Solar Ventilation Air Preheating Super ESPC Standard Data Format

Facility Information

Facility Name	<u>Alternative Fuel Utilization Facility</u>
Agency	<u>Department of Energy</u>
	<u>National Renewable Energy Laboratory</u>
Address	<u>1617 Cole Blvd., MS</u>
City, State, Zip Code	<u>Golden, CO 80401-3393</u>
Primary Facility Contact	Chris Gaul, Otto Van Geet
Phone and Fax Numbers	(303) 384-6161, (303) 384-7330

Building Information

	UNITS	INPUT
Building New or Existing		Existing
Age of Building (yr)	yr	4 yrs
Building Use (residential/commercial/industrial)		Office and laboratory
Width of the South Wall (ft)	ft or m	145 ft
Hieght of the South Wall	ft or m	21 ft
Depth of the Building	ft or m	40 ft
Average Roof Insulation Value	R or RSI	R-19
Average Wall Insulation Value	R or RSI	R-13
Height at which Ducts will Supply Air	ft or m	21 ft
Ceiling Area Ducts will Run Through	ft ²	na
Air Temperature at the Floor	F or C	68 F
Air Temperature at the Ceiling	F or C	68 F
Desired Floor Air Temperature	F or C	68 F
Setback Temperature (if any)	F or C	na

Ventilation Data

	UNITS	INPUT
Total Air Supplied to Building	CFM or M3/S	11,911 CFM
Total Air Exhausted from Building	CFM or M3/S	11,911 CFM
Total Air Supplied by Solar ventilation preheat system	CFM or M3/S	11,911 CFM
Total Exhaust Air Affected by Ducts	CFM or M3/S	na
Temperature of Exhaust Air	F or C	60F
Efficiency of Existing Heating Equipment	fraction	75%
Hours of Operation per Day	hours/day	24
Days of Operation per Week	days/week	7
Weeks of Operation per Year	weeks/year	52
Annual Heating Degree Days	F-days/yr	6300
Heat Recovery Ventilation (Yes/No)		Yes
Heat Recovery Effectiveness		0.5 (estimate)

South Wall Data

	UNITS	INPUT
Height of Wall	ft or m	21ft
Width of Wall	ft or m	145ft
Wall Slope Angle (Usually 90o)	degrees	90 degrees
Wall Azimuth Angle (Due True South is	degrees	0 degrees

Energy Costs and Usage

	UNITS	INPUT
Heating Fuel Type		steam from natural gas
Heating System Type		
Heating System Efficiency	%	75%
Cost of Energy per Fuel	\$/unit	\$.40/therm
Annual Heating Cost	\$	
Annual Heating Use		
Cost of Electricity	\$/kWh	\$.04/kWh
Annual Electricity Costs	\$	
Annual Electricity Use	kWh	

HVAC System Characteristics

Layout of Existing Air Handling System:
The mechanical room up top contains a evaporative cooler section, heat recovery coils, chilled water coil, hot water coil, variable speed fan, and filter section.
Location of Existing Fans:
This mechanical room is located on the roof of the AFUF (see pictures in Delivery Order).
Current Ventilation Method:
Ventilation is supplied to the second floor laboratories through ducts running from the mechanical room
Description and dimensions of any objects potentially shading the south wall area:
The roof overhang of the south wall addition obstructs this wall by 1 inch to ~1 foot depending on time of day. The West wall of the main AFUF building partially obstructs this wall during the earlier part of the day.
Roof and wall insulation description:
The metal building is metal skin with 6 inches of exposed fiberglass inside. There is no inner wall. The roof on the AFUF is epdm (rubber) over polystyrene insulation. The metal building roof is metal with fiberglass insulation.

